

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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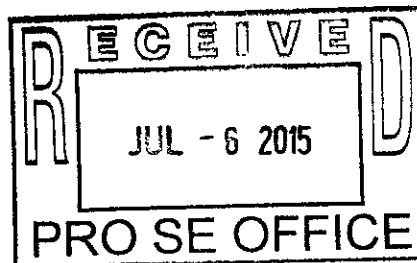
KIAMA FALTINE, KIJAFAL FALTINE
Plaintiffs,

COMPLAINT

-against-

MARTIN MURPHY,
ELIZABETH CALCATERA,
THOMAS NIXON- FRIEDHEIM,
LEILA C ROSINI,
LANZA MAXIMILI,
UNKNOWN ARRESTING OFFICER
FOR Kijafa-Anthony: Faltine

Defendants,



MAUSKOPF, J.
BLOOM, M.J.

I. Parties:

Plaintiffs KIAMA FALTINE AND KIJAFAL FALTINE, resides at WYOMING CORRECTIONAL FACILITY PO BOX 501 Dunbar road Attica New York 14011 New York, ORLEANS CORRECTIONAL FACILITY 35-31 Gaines basin road Albion New York 14411 courtesy by power of attorney Patricia Faltine assigned beneficiary.

Defendant THOMAS NIXON- FRIEDHEIM, resides at THE LEGAL AID SOCIETY 111 Livingston Street Brooklyn, New York 11201

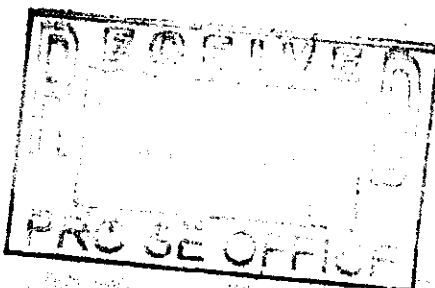
Defendant ELIZABETH CALCATERA, resides at THE LEGAL AID SOCIETY 111 Livingston Street Brooklyn, New York 11201

Defendant JUDGE MARTIN MURPHY, resides at 360 Jay street Brooklyn New York 11201

Defendant LEILA C ROSINI, resides at 320 Jay street at the KINGS COUNTY DISTRICT ATTORNEYS OFFICE Brooklyn New York 11201

Defendant LANZA MAXIMILI resides at the 75 PRECINCT 1000 SUTTER AVENUE Brooklyn, New York 11208,

Defendant UNKNOWN ARRESTING OFFICER OF Kijafa-Anthony: Faltine resides at 75 PRECINCT 1000 SUTTER AVENUE Brooklyn, New York 11208



II. **ALL PARTIES** are hereby advised that the Federal District Court has original "subject matter" jurisdiction where Federal Questions and/or Diversity of Citizenship are at issue. The primary issue is the constitutional deprivation of the Sovereign's [Secured Party/Holder in Due Course] Rights, pursuant to **42 U.S.C. 1983** and **18 U.S.C. 241 & 242**. The Respondents/Defendants are reminded of their Oaths of Performance of which are secured by their Official Bond/Surety; and therefore, government selected/appointed officials have a duty to take the appropriate action [**42U.S.C. 1986**]. This Complaint for Damages is enforceable.

III. **Statement of Claim.** These are two different incidents compiled as a joint claim as per the two plaintiffs are brothers falsely arrested and compelled to plea guilty under duress and coercion for similar offenses. Both Secure Party Creditors are incarcerated as the surety for the KIAMA FALTINE and KIJAFI FALTINE accounts that are considered intellectual property in violation of the fifth amendments to the Constitution of the United States of America (LANZA MAXIMILI arrested Kiama and The UNKNOWN ARRESTING OFFICER OF Kijaffa-Anthony: Faltine Arrested Kijaffa). Both sentient beings who are secured by the uniform commercial code under the filing information Kiama-Joseph: Faltine 201412090687034 and Kijafi- Anthony: Faltine 201412090686981. The plaintiffs has been duped by the defendants [THOMAS NIXON- FRIEDMAN represented Kiama and ELIZIBETH CALCATERRA represented Kijafi in violation to the original 13 amendment that was never properly ratified] to voluntarily be the surety by a plea of guilty void of lawful jurisdiction, instead of settling the account as the beneficiary oppose to the trustee of said Trust that were set up as there name in association with HJR 192 of 1933 and 48 stat 112. KIAMA FALTINE AND KIJAFI FALTINE are merely corporations used to coax people into filling the for profit prison system that is a private own entity voluntarily.

The fraud does not only consist of an unconscionable contract enforced by members of the BAR ASSOCIATION which is not an American constitutionally bound entity but, merely a foreign entity who are enforcing foreign laws unbeknownst to people under 44.01 of the Federal Rules of Civil procedure which sums them up to be actors in the court.

The jurisdiction is null and void that was enforced for the convictions because neither plaintiff is members of the United States military nor were they accusations (that are constitutionally bound) were committed on the Sea for this matter to be subjected to the maritime jurisdictions under statutory law which are solely for corporations that none of these flesh and blood men born to the Faltine family are.

Both men were Arrested for violating a fundamental right that they were protected by and prosecuted under fraudulent means. The United States constitution is the supreme law of the land under article 6 of the Bill of Rights and any law that is repugnant to the constitution is null and void of law **MARBURY V MADISON (1803)**.

Defendant MARTIN Murphy is doing business as a SUPREME COURT JUSTICE but after a thorough investigation he does not satisfy the requirements of 5 U.S.C. 3331, 28 U.S.C. 543, and 5 U.S.C. 1983 because he failed to reveal his oath of office nor can one obtain such oath with the post master seal affixed to his autographed stamp in the DEPARTMENT OF STATE for him to operate as a judge in a

constitutionally bound capacity and in addition to violating the Taft-Harley Act. He may have an oath to operate as an attorney (foreign lawyer, one who attorns for the BRITISH ACCREDITATION REGISTRY who sole obligation is to create bonds for the UNITED STATES SUPREME COURT to purchase and to turn ordinary citizens into sureties for the conglomerates) the plaintiffs are not US employees.

There is no doubt that a crime has been committed by the parties other than the one who is deprived of liberty without due process of the law but by the defendants who culpability is blatantly manifest by the status quo of the plaintiffs who are not bound by oath to protect the same rights that the defendants are violating at the same token. The proof is in the pudding as I indulge in minor cliché to substantiate my argument.

This is how the courts enforce unconscionable contracts by way of treason, malfeasance and false and misleading statements (I am excluding the correct sentence structure communication parse syntax grammar claim from the complaint due to the duration of time to decipher every adverb verb contract that modified the words in the original contracts);

What they're doing in these courts is all about Bonds. When you go into the courtroom after one is arrested, they use two different sets of Bonds. What they do when your arrested they fill out a "Bid Bond" unbeknownst to the accused. The United States District Court uses 273, 274 & 275. SF = "Standard Form". Standard Form 273, Standard Form 274 & Standard Form 275. This is the United States District Court.

There is another set of Bonds and they are all put out by GSA = General Services Administration. GSA Form SF24 is the "Bid Bond", everyone should have a copy of the Bid Bond but they never disclose this to the accused when they conduct these clandestine proceedings. The "Performance Bond" is SF25. The "Payment Bond" is SF25A and put out by the GSA.

What's going on in the courtroom is that they are suing people for a debt collection. If you look at these Bonds, everyone of these Bonds: the "Bid Bond", the "Performance Bond" & the "Payment Bond", all have a "PENAL SUM" attached to it. The reason for the "Penal Sum" is if you don't pay the Debt, you go into "Default Judgment".

That is why Kijafa and Kiama are sitting in prison and are the sureties for the estate they have lawful rights to discharge and settle the accounts in accordance to HJR 192 of 1933, 48 stat 112 public law 78-10 which make the fraud the defendants created indisputable. If you go in and argue jurisdiction or refuse to answer questions that the judge or the court addresses to you, they will find you in contempt of court and they will put you in jail. What they do is arrest you, then they hold you, basically until the suit has been completed. Once they get "Default Judgment" on you because of your failure to pay the Debt, they put you in prison indefinitely until someone file an affidavit of truth and an obligation of commercial lien as will ensue in this matter. The attorneys are there to create a smoke screen, which is what occurred in this matter.

What attorneys have been trained to do is to lead you into "Dishonor" or "Default Judgment". Then the court puts you into prison then they sell your "Default Judgment".

The U.S. District Court buys all of these State Court Judgments. There are about 300 "re-insurance" companies that buy these bonds. They are all "insurance" companies. These are the people that are buying these Bonds when the plaintiffs went into "Default Judgment" and they cannot buy these Bonds unless they are Certified by the Secretary of the Treasury.

What are they doing with these Bonds? They have regulations governing these Bonds – there are 2,000 regulations governing these Bonds. Commercial Paper; Negotiable Instruments - anything you put your signature on is a Negotiable Instrument under the Uniform Commercial Code which is the Lex Mercatorium. Its Mercantile Civil Law.

The reason they use Lex Mercantorum in the court room is because everyone making an appearance are Merchant's at Law and Merchants at Law is anyone who holds themselves out to be an expert. Because we use commercial paper on a daily basis, we are considered to be an 'expert'. This is also why they are not telling anyone what is really going on in the courtroom. We are presumed to know this stuff because we hold ourselves out to be an expert by using commercial paper every day. The Maxims state that ignorance of the law is not an excuse and the courts take advantage of this.

Every time we put our signature on a piece of paper, we are creating a Negotiable Instrument. Some are Non-Negotiable and some are Negotiable. Every time we endorse something, we are acting as an accommodation party or an accommodation maker under UCC 3-419.

An accommodation party is anyone who loans their signature to another party. In UCC 3-419, it tells you what an accommodation maker is and what an accommodation party is. When you loan your signature to them, they can then re-write your signature on any document they want and that's exactly what they are doing.

What the Federal Courts are doing (with all due respect) is they are buying up these state court default judgments, called 'criminal cases' to cover up what they are doing. Actually, they are civil cases.

If you read "Clerk's Praxis", you find that what they call 'criminal' is all civil, they just call it criminal to cover up what their doing. If you don't pay the debt you go to prison, bottom-line and this premise is treason in every aspect the constitution forbids.

These action also fall in compliance with REIT = Real Estate Investment Trust or PZN which means Prison Trust? Prisoners are real estate? They own all the real estate because they hold the Bonds on them. Kiama and Kijafa haven't redeemed their Bonds, so they didn't close their accounts.

Afterwards, a contractor comes in or any corporation could come in and tender a Bid Bond to the US District Court and they buy up these court judgments and anytime you issue a Bid Bond there has to be a reinsure. So they get a Reinsurance Company to come in and act as Surety for the Bid Bond, then they bring in a Performance Bond. All of these Bonds; Bid, Payment & Performance are all Surety Bonds and anytime you issue a Bid Bond it has to have a Surety guaranteeing or reinsuring the Bid Bond via issuing a Performance Bond.

Then they get an underwriter and that would be either an Investment Broker or an Investment Banker. They come in and underwrite the Performance Bond which is reinsuring the Bid Bond. The underwriter takes the 3 Bonds and pools them and creates what is known as Mortgaged Backed Securities. When you pool these MBS, they are called BONDS and are sold to a company called TBA, which is the Bond Market Association.

These converted Bonds, now MBS' are investment securities and being sold on the international level. CCA is one of the tickers on the NY Stock Exchange. Others include; CWX, CWD & CWG. When it goes to Frankfurt = CWG, when it goes to Berlin = CWD and so on.

Everything is commercial, 7211 7 CFR says that all crimes are commercial. If read carefully it says kidnapping, robbery, extortion, murder, etc. are all commercial crimes. Thus, Kiafa and Kiama are funding the whole enchilada simply because they got into Default Judgment when they went into court and failed to redeem the Bond unbeknownst to them being major victims of a heinous scheme perpetrated by the defendants .

This is why no one really win in court; cause they don't redeem the Bond and they do not offer the bond for redemption. The people are the Principal upon which all money circulates, but I do not want to start a controversy with the court about this.

The Courts are drafting people for performance. So, anytime the court asks one to do something they are drafting one for performance and if one do not perform, you get into dishonor by non acceptance. They are making a formal presentment under 3-501 of the UCC so they can charge you and they USE the word "charge". They use the same commercial words on Indictments, Information and Complaint.

WHY THE UNITED STATES OF AMERICA IS A BANKRUPT CORPORATION...

United States Congressional Record March 17, 1993 Vol. #33, page H-1303 Speaker-Senator James Traficant, Jr. (Ohio) addressing the House:

"Mr. Speaker, we are here now in chapter 11. Members of Congress are official trustees presiding over the greatest reorganization of any Bankrupt entity in world history, the U.S. Government. We are setting forth hopefully, a blueprint for our future. There are some who say it is a coroner's report that will lead to our demise."

It is an established fact that the United States Federal Government has been dissolved by the Emergency Banking Act, March 9, 1933, 48 Stat. 1, Public Law 89-719; declared by President Roosevelt, being bankrupt and insolvent.

H.J.R. 192, 73rd Congress m session June 5, 1933 - Joint Resolution to Suspend the Gold Standard and Abrogate the Gold Clause dissolved the Sovereign Authority of the United States and the official capacities of all United States Governmental Offices, Officers, and Departments and is further evidence that the United States Federal Government exists today in name only (defacto).

The receivers of the United States Bankruptcy are the International Bankers, via the United Nations, the World Bank and the International Monetary Fund. All United States Offices, Officials, and Departments are now operating within a de facto status in name only under Emergency War Powers. With the Constitutional Republican form of Government now dissolved, the receivers of the Bankruptcy have adopted a new form of government for the United States. This new form of government is known as a Democracy, being an established Socialist/Communist order under a new governor for America. This act was instituted and established by transferring and/or placing the Office of the Secretary of Treasury to that of the Governor of the International Monetary Fund. Public Law 94-564, page 8, Section H.R. 13955 reads in part: "The U.S. Secretary of Treasury receives no compensation for representing the United States?"

(Notice only "persons" can commit these state legislature-created crimes. According to government, a crime is an offense against the "state." (The State is a fiction. A construct of the mind.) The government can not actually make a real claim against the plaintiffs, the living sentient being, so they call forth the strawman. This is why when they went to court, the first thing they did was call they name. This is an attempt to get them to represent the strawman. All the courts are about these days is collecting revenue. Their first duty is essentially to gather as much money as they can from the people, to offset the national debt.)

The BAR ASSOCIATION

THE BARCARD AS PER THE UNITED STATES SUPREME COURT;

"The practice of Law CAN NOT be licensed by any state/State." (Schware v. Board of Examiners, 353 U.S. 238, 239)

"The practice of Law is AN OCCUPATION OF COMMON RIGHT!" (Sims v. Aherns, 271 S.W. 720 (1925))

The "CERTIFICATE" from the State Supreme Court: ONLY authorizes, to practice Law "IN COURTS" as a member of the STATE JUDICIAL BRANCH OF GOVT. Can ONLY represent WARDS OF THE COURT, INFANTS, PERSONS OF UNSOUND MIND (SEE CORPUS JURIS SECUNDUM, VOLUME 7, SECTION 4.)

"CERTIFICATE" IS NOT A LICENSE to practice Law AS AN OCCUPATION, nor to DO BUSINESS AS A LAW FIRM!!!

The "STATE BAR" CARD IS NOT A LICENSE!!! It is a "UNION DUES CARD". The "BAR" is a "PROFESSIONAL ASSOCIATION."

1. Like the Actors Union, Painters Union, etc.
2. No other association, EVEN DOCTORS, issue their own license. ALL ARE ISSUED BY THE STATE.

It is a NON-GOVERNMENTAL PRIVATE ASSOCIATION.

The State Bar is; an Unconstitutional Monopoly.

AN ILLEGAL & CRIMINAL ENTERPRISE; (with all due respect)

Violates Article 2, Section 1, Separation of Powers clause of the U.S Constitution.

So the question now is, who is claiming to be the beneficiary of the KIAMA FALTINE and KIJAFAL FALTINE accounts? When in fact the filing numbers aforementioned in this complaint characterizes Kiama-Joseph: Faltine 201412090687034 and Kijafa- Anthony: Faltine 201412090686981 as the sole beneficiary's and the COURT coax them to be the TRUSTEES in violation to the provisions of the uniform commercial code, the organic united states constitution where the 13th amendment is valid Law barring all attorney's especially BAR (British Accreditation registry as the constitution specifically forbids any controlling agency to be formed in violation to the united states of Americas constitution) from being employed in any facets of government, the defendants are guilty of mail fraud which an investigation will ensue directly from Berne Switzerland with the honorable Bishar Abdirahman Hussein .

Under article 44.1 of federal rules of civil procedure this can be construed as theater, only a show that is meant to appear to be reality while the perpetrators commit mail fraud, malfeasance, misappropriation of funds, treason and a series of other acts that violate the citizens unalienable rights to obtain their goals at the expense of innocent people who are duped by the strawman corporations name sounding similar to what they are called by their family, in conjunction with their parents being duped into signing an unconscionable contract known as the birth certificate that the insolvent de facto government attach to ordinary citizens while the law dictates the implementation of codes, rules, regulations and statutes are nothing more than ex post facto laws absolutely forbidden by the united states constitution (article one section nine) and the state constitutions to which the defendants swore oaths to uphold. It is Gross Negligence to fail to distinguish between a statute and a law because

"No state shall convert a liberty into a privilege, license it, and attach a fee to it."
Murdock v Peon, 319 US 105 (1943)

"If the state converts a liberty into a privilege the citizen can engage in the right with impunity"
Shuttlesworth v Birmingham, 373 US 262 (1963)

"The Constitution of these United States is the supreme law of the land. Any law that is repugnant to the constitution is null and void of law." Marbury v Madison, 5 US 137 (1803) supra,

"Qualified immunity defense fails if public officer violates clearly established right because a reasonably competent official should know the law governing his conduct"
Jones vs Counce 7-F3d-1359-8th Cir (1993); Benitez v Wolff 985-F3d 662 (2nd Cir 1993)

"Where an individual is detained, without a warrant and without having committed a crime, the detention is a false arrest and false imprisonment."

Damages Awarded: Trezevant v. City of Tampa, 241 F2d. 336 (11th CIR 1984)

Motorist illegally held for 23 minutes in a traffic charge was awarded \$25,000 in damages

The above case sets the foundation for \$75,000 dollars per hour, or \$1,800,000 dollars per day

exercising any right or privilege of a citizen of the United States, the party so injured or deprived may have an action for the recovery of damages occasioned by such injury or deprivation, against any one or more of the conspirators.

42 U.S.C. 1988(a)(b)(c) [PROCEEDINGS IN VINDICATION OF CIVIL RIGHTS]

18 U.S.C. 241 [AGAINST STATE, COUNTY, OR MUNICIPAL DEFENDANTS]

Against Defendants in their official capacity as . . .

Provides that whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States . . . shall be fined under this title or imprisoned not more than one year, or both.

Trezevant v. City of Tampa, supra (11th CIR 1984) sets precedence for the damages that has been incurred by both defendants and compensation is equivalent to the days each defendant has been unlawfully incarcerated suffice to say one billion dollars (1,000,000,000) and counting as the days accumulate for this unlawful incarceration. All bonds are the surety for this claim and the government official has an obligation to absolve all funds from this insurance bond.

DATED: April, 12. 2015,

x Kiama Faltine

Authorized Representative
without recourse
Kiama Faltine
Patricia Faltine
Kiama-Joseph: Faltine
Authorized Representative
without recourse
Patricia Faltine
Kijafa-Anthony: Faltine
cc1-3
cc1-30

POWER OF ATTORNEY

(A). GRANT OF AUTHORITY

I, Kiama Faltine, who currently resides at Wyoming Correctional Facility attica, New York 14011 hereby appoint Patricia Faltine, whose address is 580 Sutter Ave, Brooklyn, New York 11207 as my agent.

This Power of Attorney shall be effective as of the 18 day of may, 2015, and shall continue until revoked by a Revocation of Power of Attorney.

I grant the above-mentioned agent the authority to Banking transactions, insurance, Personal family maintenance, Business operating transactions and all of the matters

(B). SIGNATURE AND ACKNOWLEDGEMENT:

In Witness Whereof I have hereunto signed my name on the _____ day of _____, 20____.

SWORN TO BEFORE ME

THIS 18 DAY OF MAY, 2015

David Collins
NOTARY PUBLIC

Kiama Faltine
(Signature of Principle)

David Collins
NOTARY STAMP

DAVID R. COLLINS
Notary Public, State of New York
No. 0100032969
Qualified in Orleans County
Commission Expires November 8, 2017

(C). LIABILITY OF AGENT:

THE MEANING OF THE AUTHORITY GIVEN TO YOU IS DEFINED IN NEW YORK'S GENERAL OBLIGATIONS LAW, ARTICLE 5, TITLE 15. IF IT IS FOUND THAT YOU HAVE VIOLATED THE LAW OR ACTED OUTSIDE THE AUTHORITY GRANTED TO YOU IN THE POWER OF ATTORNEY, YOU MAY BE LIABLE UNDER THE LAW FOR YOUR VIOLATION. WHEN YOU ACCEPT THE AUTHORITY GRANTED UNDER THIS POWER OF ATTORNEY, A SPECIAL LEGAL RELATIONSHIP IS CREATED BETWEEN YOU AND ME. THIS RELATIONSHIP IMPOSES ON YOU LEGAL RESPONSIBILITIES THAT CONTINUE FOR THE PERIOD OF TIME INDICATED ABOVE, OR UNTIL YOU RESIGN OR THE POWER OF ATTORNEY IS OTHERWISE TERMINATED OR REVOKED. YOU MUST: (1) ACT ACCORDING TO ANY INSTRUCTIONS FROM ME, OR, WHERE THERE ARE NO INSTRUCTIONS, IN MY BEST INTEREST; (2) AVOID CONFLICTS THAT WOULD IMPAIR YOUR ABILITY TO ACT IN MY BEST INTEREST; (3) KEEP MY PROPERTY SEPARATE AND DISTINCT FROM ANY ASSETS YOU OWN OR CONTROL, UNLESS OTHERWISE PERMITTED BY LAW; (4) NOT USE MY ASSETS TO BENEFIT YOURSELF OR GIVE MAJOR GIFTS TO YOURSELF OR ANYONE ELSE UNLESS I HAVE SPECIFICALLY GRANTED YOU THAT AUTHORITY IN THIS POWER OF ATTORNEY; (5) KEEP A RECORD OF ALL RECEIPTS, PAYMENTS, AND TRANSACTIONS CONDUCTED FOR ME; AND (6) DISCLOSE YOUR IDENTITY AS AN AGENT WHENEVER YOU ACT FOR ME BY WRITING OR PRINTING MY NAME AND SIGNING YOUR NAME AS "AGENT" IN EITHER OF THE FOLLOWING MANNER: (MY NAME) BY (YOUR SIGNATURE) AS AGENT, OR (YOUR SIGNATURE) AS AGENT FOR (MY NAME).

YOU MAY RESIGN BY GIVING WRITTEN NOTICE TO ME. IF THERE IS ANYTHING ABOUT THIS DOCUMENT OR YOUR RESPONSIBILITIES THAT YOU DO NOT UNDERSTAND, YOU SHOULD SEEK LEGAL ADVICE.

(D). AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:

I have read the foregoing Power of Attorney. I am the Person identified therein as agent for the principle named herein. I acknowledge my legal responsibilities.

SWORN TO BEFORE ME

THIS 17 DAY OF MAY, 2015.

Patricia Faltone
(Signature of Agent)

[Signature]
NOTARY PUBLIC

SERGIO BUFFALINO
Notary Public, State of New York
No. 61905035923
Qualified in Queens County
Certificate filed in Richmond County
Commission Expires Nov. 14, 2018
NOTARY STAMP

**Power of Attorney New York Statutory Short Form**

(a) CAUTION TO THE PRINCIPAL: YOUR POWER OF ATTORNEY IS AN IMPORTANT DOCUMENT. AS THE "PRINCIPAL," YOU GIVE THE PERSON WHOM YOU CHOOSE (YOUR "AGENT") AUTHORITY TO SPEND YOUR MONEY AND SELL OR DISPOSE OF YOUR PROPERTY DURING YOUR LIFETIME WITHOUT TELLING YOU. YOU DO NOT LOSE YOUR AUTHORITY TO ACT EVEN THOUGH YOU HAVE GIVEN YOUR AGENT SIMILAR AUTHORITY.

WHEN YOUR AGENT EXERCISES THIS AUTHORITY, HE OR SHE MUST ACT ACCORDING TO ANY INSTRUCTIONS YOU HAVE PROVIDED OR, WHERE THERE ARE NO SPECIFIC INSTRUCTIONS, IN YOUR BEST INTEREST. "IMPORTANT INFORMATION FOR THE AGENT" AT THE END OF THIS DOCUMENT DESCRIBES YOUR AGENT'S RESPONSIBILITIES.

YOUR AGENT CAN ACT ON YOUR BEHALF ONLY AFTER SIGNING THE POWER OF ATTORNEY BEFORE A NOTARY PUBLIC.

YOU CAN REQUEST INFORMATION FROM YOUR AGENT AT ANY TIME. IF YOU ARE REVOKING A PRIOR POWER OF ATTORNEY BY EXECUTING THIS POWER OF ATTORNEY, YOU SHOULD PROVIDE WRITTEN NOTICE OF THE REVOCATION TO YOUR PRIOR AGENT(S) AND TO THE FINANCIAL INSTITUTIONS WHERE YOUR ACCOUNTS ARE LOCATED.

YOU CAN REVOKE OR TERMINATE YOUR POWER OF ATTORNEY AT ANY TIME FOR ANY REASON AS LONG AS YOU ARE OF SOUND MIND. IF YOU ARE NO LONGER OF SOUND MIND, A COURT CAN REMOVE AN AGENT FOR ACTING IMPROPERLY.

YOUR AGENT CANNOT MAKE HEALTH CARE DECISIONS FOR YOU. YOU MAY EXECUTE A "HEALTH CARE PROXY" TO DO THIS.

THE LAW GOVERNING POWERS OF ATTORNEY IS CONTAINED IN THE NEW YORK GENERAL OBLIGATIONS LAW, ARTICLE 5, TITLE 15. THIS LAW IS AVAILABLE AT A LAW LIBRARY, OR ONLINE THROUGH THE NEW YORK STATE SENATE OR ASSEMBLY WEBSITES, WWW.SENATE.STATE.NY.US OR WWW.ASSEMBLY.STATE.NY.US.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

(b) DESIGNATION OF AGENT(S):

I, *Kijafa Faltine* 3531 Gaines Basin Road, Albion, New York 14411, hereby appoint:

Patricia Faltine 580 Sutter Ave as my agent(s)

Brooklyn NY 11207 APT 4B

IF YOU DESIGNATE MORE THAN ONE AGENT ABOVE, THEY MUST ACT TOGETHER UNLESS YOU INITIAL THE STATEMENT BELOW.

☐ My agents may act SEPARATELY.

If every agent designated above is unable or unwilling to serve, I appoint as my successor agent(s):

[name(s) and address(es) of successor agent(s)]

Successor agents designated above must act together unless you initial the statement below.

() My successor agents may act SEPARATELY.

(d) This POWER OF ATTORNEY shall not be affected by my subsequent incapacity unless I have stated otherwise below, under "Modifications".

(e) This POWER OF ATTORNEY REVOKES any and all prior Powers of Attorney executed by me unless I have stated otherwise below, under "Modifications":

IF YOU ARE NOT REVOKING YOUR PRIOR POWERS OF ATTORNEY, AND IF YOU ARE GRANTING THE SAME AUTHORITY IN TWO OR MORE POWERS OF ATTORNEY, YOU MUST ALSO INDICATE UNDER "MODIFICATIONS" WHETHER THE AGENTS GIVEN THESE POWERS ARE TO ACT TOGETHER OR SEPARATELY.

(f) GRANT OF AUTHORITY:

TO GRANT YOUR AGENT SOME OR ALL OF THE AUTHORITY BELOW, EITHER (1) INITIAL THE BRACKET AT EACH AUTHORITY YOU GRANT, OR (2) WRITE OR TYPE THE LETTERS FOR EACH AUTHORITY YOU GRANT ON THE BLANK LINE AT (P), AND INITIAL THE BRACKET AT (P). IF YOU INITIAL (P), YOU DO NOT NEED TO INITIAL THE OTHER LINES.

I grant authority to my agent(s) with respect to the following subjects as defined in sections 5-1502A through 5-1502N of the New York General Obligations Law:

- (~~KE~~) (A) real estate transactions;
- (~~KE~~) (B) chattel and goods transactions;
- (~~KE~~) (C) bond, share, and commodity transactions;
- (~~KE~~) (D) banking transactions;
- (~~KE~~) (E) business operating transactions;
- (~~KE~~) (F) insurance transactions;
- (~~KE~~) (G) estate transactions;
- (~~KE~~) (H) claims and litigation;
- (~~KE~~) (I) personal and family maintenance;
- (~~KE~~) (J) benefits from governmental programs or civil or military service;
- (~~KE~~) (K) health care billing and payment matters; records, reports, and statements;
- (~~KE~~) (~~P~~) retirement benefit transactions;
- (~~KE~~) (M) tax matters;
- (~~KE~~) (N) all other matters;
- (~~KE~~) (O) full and unqualified authority to my agent(s) to delegate any or all of the foregoing powers to any person or persons whom my agent(s) select;

() (P) EACH of the matters identified by the following letters

You need not initial the other lines if you initial line (P).

() (Q) The Purchase / Sale of the following property:

() (R) ALL of the matters identified by letters marked (A) through (Q)

(g) MODIFICATIONS: (OPTIONAL)

IN THIS SECTION, YOU MAY MAKE ADDITIONAL PROVISIONS, INCLUDING LANGUAGE TO LIMIT OR SUPPLEMENT AUTHORITY GRANTED TO YOUR AGENT. HOWEVER, YOU CANNOT USE THIS MODIFICATIONS SECTION TO GRANT YOUR AGENT AUTHORITY TO MAKE MAJOR GIFTS OR CHANGES TO INTERESTS IN YOUR PROPERTY. IF YOU WISH TO GRANT YOUR AGENT SUCH AUTHORITY, YOU MUST COMPLETE THE STATUTORY MAJOR GIFTS RIDER.

(h) MAJOR GIFTS AND OTHER TRANSFERS: STATUTORY MAJOR GIFTS RIDER (OPTIONAL)

IN ORDER TO AUTHORIZE YOUR AGENT TO MAKE MAJOR GIFTS AND OTHER TRANSFERS OF YOUR PROPERTY, YOU MUST INITIAL THE STATEMENT BELOW AND EXECUTE A STATUTORY MAJOR GIFTS RIDER AT THE SAME TIME AS THIS INSTRUMENT. INITIALING THE STATEMENT BELOW BY ITSELF DOES NOT AUTHORIZE YOUR AGENT TO MAKE MAJOR GIFTS AND OTHER TRANSFERS. THE PREPARATION OF THE STATUTORY MAJOR GIFTS RIDER SHOULD BE SUPERVISED BY A LAWYER.

() (SMGR) I grant my agent authority to make major gifts and other transfers of my property, in accordance with the terms and conditions of the Statutory Major Gifts Rider that supplements this Power of Attorney.

(i) DESIGNATION OF MONITOR(S): (OPTIONAL)

I wish to designate _____

whose address(es) is (are) _____, as
monitor(s).

Upon the request of the monitor(s), my agent(s) must provide the monitor(s) with a copy of the Power of Attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the monitor(s) upon request.

(j) COMPENSATION OF AGENT(S): (OPTIONAL)

Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you ALSO wish your agent(s) to be compensated from your assets for services rendered on your behalf, initial the statement below. If you wish to define "reasonable compensation", you may do so above, under "Modifications".

() My agent(s) shall be entitled to reasonable compensation for services rendered.

(k) ACCEPTANCE BY THIRD PARTIES: I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

(l) TERMINATION: This Power of Attorney continues until I revoke it or it is terminated by my death or other event described in section 5-1511 of the General Obligations Law.

Section 5-1511 of the General Obligations Law describes the manner in which you may revoke your Power of Attorney, and the events which terminate the Power of Attorney.

(m) SIGNATURE AND ACKNOWLEDGMENT:

In Witness Whereof I have hereunto signed my name on _____, 2011.

PRINCIPAL signs here: ==>

Kijala Faltine

STATE OF NEW YORK)

COUNTY OF Orleans)

On the 28 day of April, in the year ²⁰¹⁵2011, before me, the undersigned, a Notary Public in and for said state, personally appeared Kijala Faltine, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

[Signature]

Notary Public

Daniel J. Capen
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA6255116
Qualified in Niagara County
Commission Expires Jan 30, 2016

(n) IMPORTANT INFORMATION FOR THE AGENT:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;
- (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
- (4) keep a record of all receipts, payments, and transactions conducted for the principal; and
- (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manner: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or give major gifts to yourself or anyone else unless the principal has specifically granted you that authority in this Power of Attorney or in a Statutory Major Gifts Rider attached to this Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest. You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent:

The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

(o) AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT: It is not required that the principal and the agent(s) sign at the same time, nor that multiple agents sign at the same time.

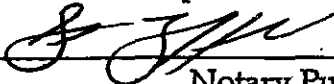
I/we _____, have read the foregoing Power of Attorney. I am/we are the person(s) identified therein as agent(s) for the principal named therein.

I/we acknowledge my/our legal responsibilities.

Agent(s) sign(s) here: Patricia Falter

COUNTY OF KINGS)

On the 15th day of MAY, in the year 2015 before me, the undersigned, a Notary Public in and for said state, personally appeared PATRICIA FAUTINE, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

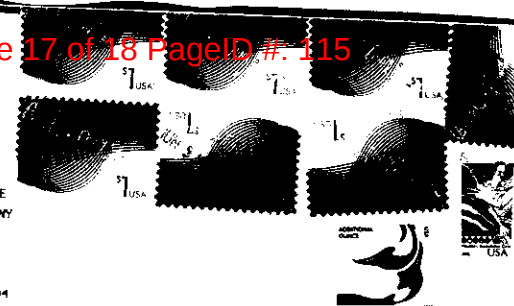
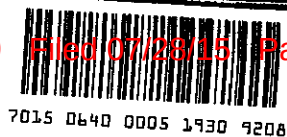


Notary Public

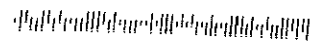
SERGIO BUFFALINO
Notary Public, State of New York
No. 018U5036623
Qualified in Queens County
Certificate filed in Richmond County
Commission Expires Nov 14, 2016

2008 N.Y. Laws ch. 644, § 19, 5-1513; 2009 N.Y. Laws ch. 4 (amending effective date from March 1, 2009 to September 1, 2009).

Non Domestic
c/o 520 5th Avenue 4B
Brooklyn, New York

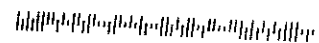


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U.S. DISTRICT COURT E.D.N.Y.
★ JUL 8 2015 ★
BROOKLYN OFFICE

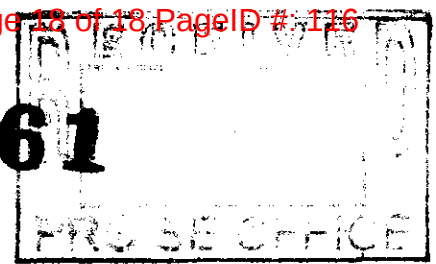
UNITED STATES DISTRICT COURT
225 Cadman Plaza East
Brooklyn, New York 11201



CV 15

3961

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
225 Cadman Plaza East
Brooklyn, New York 11201
(718) 613-2331



MAUSKOPF, J.

DOUGLAS C. PALMER
Clerk of Court

KIAMA FALTINE, # 15-R-0418
WYOMING CORRECTIONAL FACILITY
P.O. BOX 501 - DUNBAR ROAD
ATTICA, NY 14011

BLOOM, M.J.

JUL 07 2015

Date:

Docket Number: CV (include this number on all papers submitted to the Court)

Dear Litigant:

The Clerk's Office received the enclosed papers on JULY 6, 2015. A docket number has been assigned to your submission. The papers are deficient for one or more of the following reasons checked below. Please read this list carefully to correct any mistakes or omissions in your papers. If you decide to proceed with your action, you must return the enclosed papers **WITHIN 14 DAYS FROM THE DATE OF THIS LETTER**. If you do not comply, your case will not proceed.

☒ Papers, including complaints, petitions, motions or any other document, cannot be filed without an original signature pursuant to Rule 11 of the Federal Rules of Civil Procedure. Your original signature is needed wherever an "X" appears.

☒ A total fee of \$400 (consisting of \$350 civil action filing fee and a \$50 administrative fee) [in cash, if submitted in person] or by certified check or money order made payable to the Clerk of Court, U.S.D.C., E.D.N.Y., is required in order to commence a civil action other than an application for a writ of habeas corpus or a motion under 28 U.S.C. § 2255 - or - you may request to waive the \$350 filing fee by completing an IFP application pursuant to 28 U.S.C. § 1915. (Note: the \$50 administrative fee does not apply where IFP is granted.) If you are a prisoner, you must also complete the Prisoner Authorization form along with the IFP application. An IFP application and/or Prisoner Authorization form is enclosed.

☐ Each plaintiff named in the caption must sign the complaint and each plaintiff must complete a separate IFP application and/or Prisoner Authorization form, if applicable. An IFP application and/or Prisoner Authorization form for each plaintiff named in the caption is enclosed.

☐ Your IFP application does not contain enough information for the Court to consider your request. Please complete the enclosed IFP application. If you are presently incarcerated, please complete the enclosed Prisoner Authorization form as well as the IFP application.

THE ENCLOSED COPY OF THE COMPLAINT MUST BE SIGNED BY YOU AND RETURNED TO THE COURT. KINDLY BE ADVISED THAT

☒ Other: **POWER OF ATTORNEY IS NOT SUFFICIENT IN FEDERAL COURT TO PROVIDE LEGAL REPRESENTATION FOR THE PLAINTIFFS IN THIS CASE.**

Sincerely,

Brenna B. Mahoney

Chief Deputy for Court Operations

Enclosure(s)
rev. 03/11/15

* COPY OF COMPLAINT SUBMITTED TO THE U.S. DISTRICT COURT (RECEIVED: 7/6/2015)
* MOTION/APPLICATION TO WAIVE THE FILING FEE

CC: PATRICIA FALTINE (LETTER ONLY)